

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Lincoln Action Program**, which hereinafter may be referred to as LAP, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Lincoln Action Program to delineate LAP's cost allocation and resource sharing agreements, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, Lincoln Action Program, agrees to contribute direct partner costs for rent in the following manner:

LAP has collocated 1 staff person in the One Stop Career Center at 1010 N Street. The specific costs and terms for rent will be represented in a separate agreement with the City of Lincoln's Urban Development Department as the One Stop Operator.

2. The one stop partner, Lincoln Action Program, agrees to contribute an equal share of system costs, among all WIA partners, for the one stop delivery system for the following items:

Cost: All system costs are to be shared equally as indicated below. When a cost is billed to the one stop partner by the City of Lincoln, an itemized billing statement of actual costs shall be provided on a quarterly basis and the one stop partner shall pay for items within 30 days of receipt of the request for payment.

Board Operations: There are 14 One Stop partners identified in the umbrella MOU serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment to be made to the City of Lincoln on a quarterly basis. Board operation costs include costs for board meetings, committee meetings, materials, postage, phone, copying and printing.

3. The one stop partner, Lincoln Action Program, agrees to utilize NWS system software for registration purposes for one computer terminal located at LAP's main office in Lincoln, Nebraska. Referral information from the computer will be forwarded to the proper staff at the One Stop Career Center in Lincoln utilized by LAP. The Department of

Labor, through the NWS Steering Committee on an annual basis, will determine the user fee.

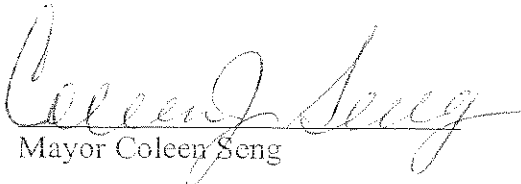
4. **Responsibility for Funds:** Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers', employees' or agents' actions or omissions under or relating to this Agreement.

5. **Term:** This Agreement shall be in effect for the period beginning July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.


6. **Amendments:** The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

7. **Capacity:** the undersigned person representing LAP does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind LAP to this Agreement.

IN WITNESS WHEREOF, LAP and Mayor Coleen Seng, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 21st day of June, 2004.


Mayor Coleen Seng

City of Lincoln/Greater Lincoln
Workforce Investment Board


Brian Mathers, Lincoln Action
Program
Title: Exec Director

Approved by:


James Linderholm, Chair

Greater Lincoln Workforce Investment Board

**ATTACHMENT B:
AGREEMENT FOR SCOPE OF SERVICES**

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner **Lincoln Action Program**, which hereinafter may be referred to as LAP, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Lincoln Action Program to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, LAP, agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Determine eligibility for WIA youth program and employment training services at Lincoln Action Program.
- b. Outreach, Common NWS General Information Sheet and Orientation to the services available at the One Stop Career Center.
- c. Initial Assessment and supportive service needs.
- d. Providing information on local measures of performance on the WIA Youth Program and the availability of supportive services.
- e. Providing 12 month follow up services for exiting WIA Youth participants.

2. Delivery of Core Services

The core services listed above shall be delivered by the one stop partner LAP in the following manner. LAP has one itinerant staff person located at the One Stop Career Center. Core services will be available on a walk-in basis or by appointment. When LAP staff is not available, LAP will provide and maintain an appointment calendar for applicants wishing to schedule an appointment with LAP at the One Stop.

Service: a. Determine eligibility for WIA Youth Services and Employment and Training Services at Lincoln Action Program.

Method of delivery: LAP will provide, at the One Stop, eligibility determinations for individuals referred to or requesting to apply for youth services and employment training.

Where the service will be provided: By one LAP staff person located at the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Method of referral: Registration staff or partners will direct youth applicants to the Lincoln Action Program office at the One Stop Career Center.

Service: b. Outreach, Common NWAS General Information Sheet and Orientation to the services available at the One Stop Employment Solutions Center

Method of Delivery:

Outreach: Lincoln Action Program will provide marketing materials, brochures and information regarding WIA Youth services and LAP services to be dispersed to all partners, tenants of the One Stop Center and eligible youth and clients where appropriate and will participate and be listed on all printed materials regarding One Stop Services. LAP will provide a pamphlet describing the one stop system and the partner programs. LAP agrees to distribute customer surveys as directed by the LWIB Board.

Common NWAS General Information Sheet: The Common NWAS General Information Sheet is a form of pre-registration for One Stop Services which can coordinate referrals to all appropriate partners. Lincoln Action Program anticipates approximately 25 annual referrals through the NWAS system for WIA youth services and employment services at LAP.

Orientation: One LAP staff person will be available to do orientations for youth and employment and training clients under LAP regarding the services available at the One Stop Career Center.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Service: c. Initial Assessment and supportive service needs

Method of Delivery: Various forms of assessments are conducted on WIA youth and LAP clients. Assessment will be provided by LAP employees.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Service: d. Providing information on the performance of the availability of supportive services

Method of Delivery: LAP will provide information to adults and youth on support services at LAP and in the community. This information includes a wide spectrum of services including employment services, computer training, housing assistance, clothing assistance, etc.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln,

Nebraska and at Lincoln Action Program.

Service: e. Follow-up Services

Method of Delivery: The WIA Youth Program requires a 12 month follow up to youth exiting the program. LAP staff will provide the follow up services.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

3. Method of Referral: The One Stop Partners have agreed in the umbrella MOU to provide for the referral of individuals for services by use of a common general information sheet, administered through the NWAS system, which will refer individuals to the appropriate partner for needed services.

4. Funding Source/Costs: Lincoln Action Program costs of providing the above referenced services through the one stop center, including without limitation all of its personnel, equipment, software and hardware, supply, facilities and insurance costs shall be borne by the partner.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. Term: This Agreement shall be in effect for the period beginning on July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.

7. Termination: Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB, and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. Mutual Hold Harmless: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Each party shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering its and its officers',

employee's or agent's acts, omissions or negligence performed under this Agreement.

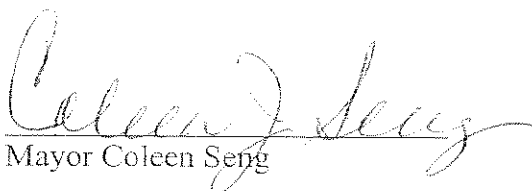
9. Independent Contractor: Lincoln Action Program shall perform their core services under this Agreement as an independent contractor. Lincoln Action Program has sole and exclusive charge and control of the manner and means of performance. Lincoln Action Program, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that LAP is not an employee of the Greater Lincoln Workforce Investment Board or the City of Lincoln and is not entitled to any City employee benefits.

10. One Stop Management Council: LAP, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the One Stop Center.

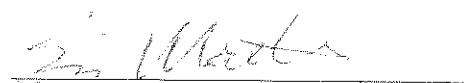
11. One Stop Center Management: LAP, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. Capacity: The undersigned person representing LAP does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind LAP to this agreement.


IN WITNESS WHEREOF, LAP and Mayor Coleen Seng, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 21st day of June, 2004.


Mayor Coleen Seng

City of Lincoln/Greater Lincoln
Workforce Investment Board


Brian Mathers, Lincoln Action
Program
Title: Exec. Director

Approved by:


James Linderholm, Chair
Greater Lincoln Workforce Investment Board

Jim Linderholm
Chairperson



Mayor Coleen J. Seng
Chief Elected Official

March 9, 2005

GREATER LINCOLN
WORKFORCE INVESTMENT BOARD

Brian Mathers
Lincoln Action Program
210 O Street
Lincoln, NE 68508

RE: Attachments A and B to the Memorandum of Understanding between Lincoln Workforce Investment Board and Lincoln Action Program, EO #70516

Dear Brian:

In accordance with the terms and conditions of the above referenced Attachments A and B to the Memorandum of Understanding, the City of Lincoln/Greater Lincoln Workforce Investment Board desires to renew said Attachments A and B to the Memorandum of Understanding (MOU) for one (1) additional term beginning July 1, 2005 through June 30, 2006.

It is understood that all terms and conditions of the original Attachments A and B to the Memorandum of Understanding will remain unchanged during the renewal term. For your own information and as a reminder, the Workforce Investment Act of 1998 (PL 105-220) remains in existence until repealed by the federal government. WIA is currently in the process of re-authorization before Congress. It is not clear when re-authorization will be finalized but expenditures under the 1998 Act are authorized through June, 2006. Thus, the terms and conditions of the Attachments are in reference to the current law.

As evidence of your agency's decision to renew the referenced MOU under said terms and conditions, please countersign below. Return three original letters on or before April 15, 2005 for processing care of Jan Norlander-Jensen, City of Lincoln, Urban Development, 808 P Street, Suite 400, Lincoln, NE 68508.

If your agency should choose not to renew this MOU, please state on your letterhead the reasons and return to the City of Lincoln/Greater Lincoln Workforce Investment Board at the above address.

Sincerely,

A handwritten signature in cursive script that reads "Jan Norlander-Jensen".
Jan Norlander-Jensen

Counter Signature:

A handwritten signature in cursive script that reads "Lincoln Action Program".
One Stop Partner Agency Name

471-4515
Phone No.

A handwritten signature in cursive script that reads "Brian Mathers".
Signature of Authorized Representative of
One Stop Partner

Executive Director
Title

3-9-05
Date

A handwritten signature in cursive script that reads "Coleen J. Seng".
Mayor Coleen Seng
City of Lincoln

Approved by:

A handwritten signature in cursive script that reads "James Linderholm".
James Linderholm, Chair of Greater Lincoln
Workforce Investment Board